

MET/ RURAL LEGACY MODEL EASEMENT (2001)

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made this ____ day of _____, 2001, by and between _____ and _____ ("Grantors") and the MARYLAND ENVIRONMENTAL TRUST, 100 Community Place, First Floor, Crownsville, Maryland 21032-2023 and the _____ [local land trust sponsor] _____ (collectively, "Grantees").

WITNESSETH

WHEREAS, in 1997 the Maryland General Assembly enacted Title 5, Subtitle 9A, Natural Resources Article, Annotated Code of Maryland, establishing a Rural Legacy Board and a Rural Legacy Program to counteract the effects of sprawl development and other modifications to the landscape in Maryland and to enhance natural resource, agricultural, forestry, and environmental protection while maintaining the viability of resource-based land usage and proper management of tillable and wooded areas through accepted agricultural and silvicultural practices for farm production and timber harvests. Protection is provided through the acquisition of easements and fee estates from willing landowners, and the supporting activities of Rural Legacy Sponsors and local governments;

WHEREAS, the Maryland Environmental Trust is created and exists pursuant to Subtitle 2 of Title 3 of the Natural Resources Article, Annotated Code of Maryland (2000 Replacement Volume as amended), to conserve the natural and scenic qualities of the environment;

WHEREAS, Grantors own in fee simple ____ acres [*if a new survey has been done, insert the following, "(based upon a survey of the Property dated _____)"*] of certain real property ("Property") situate, lying and being _____ County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to Grantors by _____ by Deed dated and recorded among the Land Records of _____ County, Maryland in Liber ____, Folio ____;

WHEREAS, Grantors are willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as hereinafter provided in this Conservation Easement for the purposes hereinafter set forth, and Grantees are willing to accept such Conservation Easement;

WHEREAS, Grantors and Grantees have identified significant conservation values in Exhibit B and have common purposes in conserving and preserving these values and the natural, agricultural, forestry, environmental, scenic, cultural, rural, woodland and wetland characteristics of the Property, viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, preventing the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition; and

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code

of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of _____ Dollars (\$_____) to Grantors as full monetary consideration for granting this Conservation Easement; and Grantors and _____[name of non-MET Grantee]_____ agree that, as hereinafter provided, the state of Maryland is a third party beneficiary of this Conservation Easement.

NOW, THEREFORE, in consideration of _____ Dollars (\$_____), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the “Terms”) hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantors unconditionally and irrevocably hereby grant and convey unto Grantees, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

The Purpose of this Conservation Easement is to conserve and preserve the significant conservation values in Exhibit B and the natural, agricultural, forestry, environmental, scenic, cultural, rural, woodland and wetland characteristics of the Property, maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition;

To achieve these objectives, the following Terms are set forth:

ARTICLE I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross and as such is inheritable and assignable in accordance with Article V and runs with the land as an incorporeal interest in the Property, enforceable with respect to the Property by Grantees against Grantors, and by the state of Maryland, acting by and through the Rural Legacy Board or the Office of the Attorney General against the Grantors and _____[name of local land trust other than MET] and their respective personal representatives, heirs, successors and assigns.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

A. Industrial or Commercial Activities on the Property

Activities other than Agriculture (as that term is defined below) and residential uses are prohibited on the Property, except (1) for small-scale commercial activities within structures used as residences (for example, a professional office and an at-home day care); (2) for small-scale commercial activities related to Agriculture within structures used for Agriculture (for example, a farm machine repair shop and a seed and mineral shop); and (3) the sale to the public of Agricultural products produced on the Property.

“Agriculture” (or “Agricultural” as the context requires) means all methods of production and management of livestock, crops, trees and other vegetation, as well as aquiculture. This includes the related activities of tillage, fertilization, pest control and harvesting as well as the feeding, housing, training and maintaining of animals such as cows, sheep, goats, hogs, horses and poultry.

B. Construction and Improvements

Buildings, means of access or and other structures are prohibited on the Property, except:

- (1) ____ (____) primary residence(s) [*See Rural Legacy Options* for size limitations];
- (2) ____ (____) accessory residence(s) [*See Rural Legacy Options* for size limitations];
- (3) non-residential structures designed, constructed and utilized for the purpose of serving the primary residence(s) (for example, garage, well house, swimming pool, and pier) [*See Rural Legacy Options for properties designed to protect visual and scenic characteristics*];
- (4) non-residential structures designed, constructed and utilized in connection with the Agricultural uses of the Property [*See Rural Legacy Options for properties designed to protect visual and scenic characteristics*];
- (5) reasonable means of access to all permitted uses and structures.

Each residential structure shall only be used for the purpose of a single family dwelling unit.

Grantors shall notify Grantees at least ninety (90) days prior to submitting any required permit applications to local, State or federal agencies, or if no governmental permits are required, at least ninety (90) days in advance of any work whether for construction or preparatory to construction regarding the location of any new residential structure, the location of any replacement residential structure if different from the location of the replaced structure, the conversion of any previously non-residential structure to a residential structure, and the location of a new means of access to a residential structure, all of which shall be subject to the prior written approval of Grantees.

C. Divisions or Subdivisions of the Property

Division of the Property into two (2) or more parcels of land is prohibited. [*If the Property consists of more than one (1) parcel, add: In addition, said parcels shall remain in common ownership.*] However, Grantees may approve the division of the Property and separate ownership of the Property for reasons which Grantees determine, in their sole discretion, are sufficiently extraordinary to justify an exception to the prohibition. [Note: see *Rural Legacy Options* for other possibilities, including Agricultural subdivisions, if consistent with purpose of easement.]

D. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, Grantors hereby grant to Grantees all transferable, cluster or other development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are

terminated and extinguished, and may not be used or transferred to any portion of the Property, or to any other property, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

E. Dumping, Placement or Storage of Materials

No materials may be dumped, placed or stored on the Property, including, but not limited to, ashes, sawdust, bark, trash, garbage, rubbish, dredge spoil, chemicals, pesticides, fertilizers, abandoned vehicles, appliances, or machinery. Notwithstanding the previous sentence, Grantor may: (1) place or store soil, rock, other earth materials, vegetative matter, compost, and all types of legally permitted pesticides and fertilizers for Agricultural use if customarily and regularly done for that type of Agricultural use; (2) place soil, rock, other earth materials, vegetative matter, and compost reasonably necessary for the purpose of combating erosion or flooding; (3) place materials reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article II.B.; (4) place materials for wildlife habitat with the approval of Grantee; and (5) place or store materials in the interior of permitted structures; provided, that these materials shall not be placed or stored on vegetative buffers (as described in Article II.H.) or within fifty (50) feet of any rivers, streams, creeks, runs or Bay shorelines.

F. Excavation of Materials

No excavation of materials is permitted, including, but not limited to, dredging, mining and removal of loam, gravel, soil, rock, sand, coal and petroleum. Notwithstanding the previous sentence, Grantor may excavate materials (1) for Agricultural use if customarily and regularly done for that type of Agricultural use, (2) reasonably necessary for the purpose of combating erosion or flooding, (3) reasonably necessary for construction or maintenance of permitted structures, home sites and means of access as provided in Article II.B. and (4) for wildlife habitat with the approval of Grantee; provided, that these materials are not excavated from or placed or stored on vegetative buffers (as described in Article II.I.).

G. Wetlands

No diking, draining, filling, dredging or removal of any wetland or wetlands is permitted, [optional: except for (1) the maintenance of drainage ditches for Agricultural use if customarily and regularly done for that type of Agricultural use and (2) wildlife habitat with the approval of Grantee]. “Wetland” or “wetlands” means portions of the Property defined by any State or federal laws as a wetland or wetlands at the time of the proposed activity.

H. Forest Management

Management and harvesting of all forests on the Property shall be in accordance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland prepared by the Maryland Department of Environment or comparable provisions of any guidelines or regulations which may replace the them in the future or as they may be amended from time to time (the “Guidelines”). [Special provisions requiring a Forest Stewardship Plan are provided in Rural Legacy Options, when the purpose of the Rural Legacy Plan for the Property is forestry management and a significant portion of the Property is in woodland. There are also other forestry options available.]

I. Vegetative Buffer Strip

Grantors shall allow the vegetative buffer strip along the ____ River [Creek, etc.] to naturally revegetate, or be planted with native species, and once established, shall retain the fully vegetated buffer. Grantors shall not cut or remove any trees except for non-native, invasive, diseased or insect affected trees and in compliance with Article II.H., with respect to the Guidelines. The minimum width of the buffer strip shall be one hundred (100) feet (or larger as required by applicable law) along the shore of _____ River [Creek, etc.], except as may be reasonably necessary for (1) erosion control; (2) recreational water uses and associated structures; (3) access for hunting or fishing, or (4) access to the water or the Property on the other side of the River [Creek, etc.]. [Note: a low grass buffer may be permitted in some cases.]

J. Soil Conservation and Water Quality Plan

Within one (1) year of the date of this Conservation Easement, Grantors shall have a Soil Conservation and Water Quality Plan prepared and approved by the local Soil Conservation District (the "Soil and Water Plan") which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantors and the local Soil Conservation District as land use practices or management changes; however, Grantors shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantors shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantees.

K. Signs and Billboards

No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the Property except signs not exceeding four (4) feet x four (4) feet for each of the following purposes: (1) to state the name of the Property and the name and address of the occupant; (2) subject to approval of Grantees, to advertise any home or ancillary occupations consistent with the purposes of this Conservation Easement; (3) to advertise the Property's sale or rental; (4) to advertise the Agricultural and naturalistic uses of the Property; (5) to prevent trespassing and hunting; and (6) to recognize its protection by Grantees under this Conservation Easement, the Rural Legacy Program and State and local environmental or game laws.

L. Rights of Third Parties to Use the Property

Grantors may not authorize or allow a third party to use the Property in a manner inconsistent with the Terms of this Conservation Easement. Therefore, no right to use the Property, whether in the form of a right-of-way, easement, oil, gas or mineral lease or other right or interest in, on or through the Property, may be conveyed or permitted to be established in, on or through the Property, unless the right or interest is consistent with the Terms of this Conservation Easement. (These prohibitions do not apply to a right to use the Property that was in existence prior to this Conservation Easement unless said right was subordinated to this Conservation Easement.). Notwithstanding the foregoing, third party rights to use the Property may be granted

in connection with uses or structures permitted by the Terms herein (such as the granting of a utility easement to benefit a permitted residence).

M. Public Access

This Conservation Easement does not grant the public any right to access or any right of use of the Property.

N. Reserved Rights

Except to the extent that prior written approval of Grantees is required by any paragraph of this Article, all rights reserved by Grantors or not prohibited by this Conservation Easement are considered to be consistent with the Terms of this Conservation Easement and require no prior notification or approval. If Grantors have any doubt with respect to whether or not any particular use of the Property is prohibited by the Terms of this Conservation Easement, Grantors may submit a written request to Grantees for consideration and approval of such use.

ARTICLE III. ENFORCEMENT AND REMEDIES

A. Remedies

Upon any breach of the Terms of this Conservation Easement by Grantors, Grantees may, after reasonable notice to Grantors, exercise any or all of the following remedies:

1. institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and
2. require that the Property be restored promptly to the condition required by this Conservation Easement.

Grantees' remedies shall be cumulative and shall be in addition to any other rights and remedies available to Grantees at law or equity. If Grantors are found to have breached any of the Terms under this Conservation Easement, Grantors shall reimburse Grantees for any costs or expenses incurred by Grantees, including court costs and reasonable attorney's fees.

B. Effect of Failure to Enforce

No failure on the part of Grantees to enforce any Term hereof shall discharge or invalidate such Term or any other Term hereof or affect the right of Grantees to enforce the same in the event of a subsequent breach or default.

C. Right of Inspection

The state of Maryland, acting by and through the Rural Legacy Board, Grantees and their respective employees and agents, have the right, with reasonable notice to Grantors, to enter the Property at reasonable times for the purpose of inspecting the Property to determine whether Grantors are complying with the Terms of this Conservation Easement. This right of inspection does not include access to the interior of buildings and structures. The state of Maryland, acting

by and through the Rural Legacy Board, and Grantees will notify each other before entering the Property for inspection and coordinate their inspections of the Property.

D. Effect of Multiple Grantees

Each Grantee has independent authority to enforce the Terms of this Conservation Easement. In the event that Grantees do not agree as to whether the Grantors are complying with the Terms, each Grantee may proceed with enforcement actions without the consent of the other Grantee.

ARTICLE IV. EXHIBITS

The following exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Boundary Description and Property Reference is attached hereto and made a part hereof. Exhibit A consists of __ pages.

B. Exhibit B: Summary of Conservation Values is attached hereto and made a part hereof. Exhibit B consists of __ pages.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of __ pages.

[Note to drafter: Although terms like “historic mansion” and “guest house” are acceptable in Exhibit C, the exhibit must clearly state whether each residential structure is a primary residence or accessory residence. In addition, the drafter should make sure that every existing structure is a permitted structure and does not violate any size restrictions. SEE SAMPLE EXHIBIT C AT THE END OF THIS DOCUMENT.]

D. Exhibit D: Color Slides of the Property With Description of Slides and Slide Index Numbers are kept on file at the principal office of the Maryland Environmental Trust and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof, except for the Slide Index which is attached hereto and made a part hereof. Exhibit D consists of __ color slides and pages [and black and white photographs and __ pages].

E. Exhibit E: Annotated Aerial Photograph of the Property is kept on file at the principal offices of the Maryland Environmental Trust and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of ____ pages.

These exhibits reflect the existing uses, conservation values and structures on the Property as of the date of this Conservation Easement.

ARTICLE V. MISCELLANEOUS

A. Notification by Grantors of a Grant, Conveyance or Other Transfer

Grantors shall notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is to be granted, conveyed or otherwise transferred at or prior to the time said transfer is consummated. Grantors further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is granted, conveyed or otherwise transferred. Grantors shall provide a copy of this Conservation Easement to all subsequent grantees of the fee simple interest of any part or all of this Property.

B. Effect of Laws Imposing Affirmative Obligations on the Grantors

In the event that any applicable State or federal law imposes affirmative obligations on owners of land which if complied with by Grantors would be a violation of a Term of this Conservation Easement, Grantors shall: (i) if said law requires a specific act without any discretion on the part of Grantors, comply with said law and give Grantees written notice of Grantors' compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantors begin to comply; or (ii) if said law leaves to Grantors discretion over how to comply with said law, use the method most protective of the conservation values of the Property listed in Exhibit B.

C. Notices to Grantees and Grantors

Any notices required to be given by a party hereto pursuant to any Term hereof shall be sent by registered or certified mail, return receipt requested to the addresses set forth below or to such other address as a party may establish in writing on notification to all other parties hereto.

If to Grantors:

And

If to Grantees: Maryland Environmental Trust
 100 Community Place, First Floor
 Crownsville, Maryland 21032-2023

And

D. Approval of Grantees

In any case where the Terms of this Conservation Easement require the approval of Grantees, such approval shall be requested by written notice to each of Grantees. Such approval shall be deemed to have been given unless within ninety (90) days after receipt of notice either of Grantees mail notice to Grantors of disapproval and the reason therefore. Unless Grantees'

approval is deemed to have been given in accordance with the prior sentence, any approval shall be written. Grantees will take into account the Terms and purposes of this Conservation Easement in determining whether to give such approval, but their decision shall be final and in their sole discretion. [The following sentence should be added when there are multiple grantees: "Grantees will coordinate their review; however, the approval of one Grantee shall in no way be deemed to be the approval of all Grantees, it being the intention that each Grantee has independent authority to disapprove and enforce this Conservation Easement."].

E. Assignment By the Grantees and Effect of Dissolution of Grantees

So long as a government agency continues to hold title to this Conservation Easement, Grantees may assign, upon prior written notice to Grantors, their rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code and only with assurances that the purposes of this Conservation Easement will be maintained; and, if any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth the Conservation Easement and rights of enforcement shall revert to Grantees; and if Grantees shall be dissolved and if the terms of the dissolution fail to provide a successor, then the Maryland Board of Public Works, or its successors or assigns, shall appoint an appropriate successor as Grantee; any such successor shall be a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code or the comparable provision in any subsequent revision of the Code. No assignment may be made by the Grantees of their rights under this Conservation Easement unless Grantees, as a condition of such assignment, require the assignee to carry out the conservation purposes of this Conservation Easement.

F. Grantees Hold for Conservation Purposes

Grantees agree to hold this Conservation Easement exclusively for conservation purposes, as defined in Section 170(h)(4)(A) of the Internal Revenue Code.

G. Rights of State of Maryland as to Enforcement and Amendment

Grantors and Grantees agree that the state of Maryland, which has provided necessary funding for acquisition of this Conservation Easement, shall be deemed and recognized as a third party beneficiary under this Conservation Easement. As such, the state of Maryland, acting by and through the Rural Legacy Board and the Office of the Attorney General, shall have the right to enforce all of the Terms of this Conservation Easement against Grantors.

The State of Maryland shall have no right of action against Grantees of this Conservation Easement, except that it shall have a right of action against [name of local land trust or County] if [name of local land trust or County] was deficient in its monitoring responsibilities or because it had actual knowledge of a violation, but did not make a reasonable effort to correct the violation by exercising its rights under this Conservation Easement. The remedy for any such enforcement action shall be limited to equitable relief, unless such relief will not correct the violation, in which case monetary relief will be allowed up to one and one-half percent (1.5%) of the fair market value of this Conservation Easement.

In addition, this Conservation Easement may only be amended by a written document that is executed by Grantors and Grantees, approved by the Rural Legacy Board and recorded among the land records of the appropriate jurisdiction for the Property, provided that any amendment shall not be inconsistent with the purpose of this Conservation Easement, shall not affect its perpetual duration and shall only be allowed if, in the opinion of Grantee, the amendment as a whole strengthens the conservation Terms of this Conservation Easement. Proof of the Rural Legacy Board's approval shall accompany or be attached to said document.

H. Effect of the Dissolution of the Rural Legacy Board

In the event that the Rural Legacy Board is dissolved and no successor unit of State government is selected or established by the Maryland General Assembly, then the Maryland Board of Public Works, and its successors and assigns, shall have the right to transfer all rights of the Rural Legacy Board under this Conservation Easement to a unit of the Executive Branch of the State government.

I. Mortgages and Deeds of Trust

Grantors and Grantees agree that all mortgages and deeds of trust affecting the Property are subordinate to the rights of Grantees under this Conservation Easement. Grantors have provided a copy of this Conservation Easement to all mortgagees, and trustees and beneficiaries of deeds of trust affecting the Property as of the date of this Conservation Easement, and each mortgagee, trustee and beneficiary has subordinated the mortgage or deed of trust to this Conservation Easement, by signing a subordination agreement which shall be recorded among the Land Records at the time of recording of this Conservation Easement.

[In the event there are no mortgages: Grantors hereby certify that there are no mortgages or deeds of trust affecting this Property.]

J. Condemnation

By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantors and Grantees shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. [In the event that there are multiple Grantees, Grantees should receive proceeds representing their relative contributions to the purchase price of the easement, so add language similar to the following example: "Grantees shall then divide the proceeds as follows: The Rural Legacy Board shall receive seventy percent (70%) of the proceeds and _____ County shall receive thirty percent (30%) of the proceeds."]

K. Construction

This Conservation Easement shall be construed pursuant to the purpose of this Conservation Easement and the law of the state of Maryland, including the purposes of the statutes creating and governing the Rural Legacy Board, the Maryland Environmental Trust, the purposes of Section 2-118 of the Real Property Article of the Annotated Code of Maryland, and the conservation purposes of this Conservation Easement.

L. Effect of Laws and Other Restrictions on the Property

The Terms of this Conservation Easement shall be in addition to any local, State or federal laws imposing restrictions to the Property and any real estate interests imposing restrictions to the Property.

M. Entire Agreement and Severability of the Terms

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any Term is found to be invalid, the remainder of the Terms of this Conservation Easement, and the application of such Term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

N. Successors

The terms “Grantors” and “Grantees” wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns and the above-named Grantees and their successors and assigns.

O. Recordation

Grantees shall record this instrument for Grantees, Grantors and the state of Maryland in a timely fashion among the Land Records of _____ County, Maryland, and Grantees may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

P. Real Property Taxes

Except to the extent provided for by State or local law, nothing herein contained shall relieve Grantors of the obligation to pay taxes in connection with the ownership or transfer of the Property.

Q. Captions

The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Terms of this Conservation Easement.

R. Authorization

Grantor(s) authorizes the Soil Conservation District and any other entities or government agencies to release to Grantee(s) information contained in Grantor's Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

[Option if there is a District Agreement recorded]:

S. District Agreement

In the event of a conflict between this Conservation Easement and any District Agreement with the Maryland Agricultural Land Preservation Foundation, the Terms of this Conservation Easement shall prevail.

TO HAVE AND TO HOLD unto the _____ and the Maryland Environmental Trust, their successors and assigns, forever. The covenants agreed to and the terms, conditions and restrictions imposed as aforesaid shall be binding upon Grantors, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND said Grantors hereby covenant that they have not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantors and Grantees have hereunto set their hands and seals in the day and year above written.

WITNESS/ATTEST:

GRANTORS:

_____ (SEAL)

_____ (SEAL)

GRANTEES:

THE MARYLAND ENVIRONMENTAL TRUST

By: _____ (SEAL)

John C. Bernstein, Director

LOCAL LAND TRUST

By: _____ (SEAL)
Name
Title

[If there is a District Agreement]:

THE MARYLAND AGRICULTURAL LAND
PRESERVATION FOUNDATION for the sole purpose of
Article V.S.

By: _____ (SEAL)
Hagner R. Mister
Secretary, Maryland Department of Agriculture

STATE OF MARYLAND, COUNTY of _____, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 20____, before me the
subscriber, a Notary Public of the State aforesaid, personally appeared _____,
known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation
Easement and acknowledged that he/she executed the same for the purposes therein contained
and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: _____

[Use a separate notary for each Grantor's signature and modify the above certificate if an entity,
such as a corporation, is a Grantor.]

I hereby certify that this deed was prepared by _____, an attorney admitted
to practice before the Court of Appeals of Maryland.

Attorney-at-Law

Approved as to legal form and sufficiency this ____ day of _____, 20____.
“Approved” means the document meets the legal requirements for a deed of easement; it does not mean approval or disapproval of the transaction.

Assistant Attorney General

Sample Exhibit C:

[the Exhibit would be on its own page with an appropriate heading]

Historic Mansion/Primary Residence #1	Permitted by II.B. (1)
Tenant House/Accessory Residence	Permitted by II.B. (2)
Primary Residence #2	Permitted by II.B. (1)
Equipment Shed	Permitted by II.B. (3) and II.B. (4)
Barn	Permitted by II.B. (4)
Pool House	Permitted by II.B. (3)
Paved 15 foot road to Historic Mansion and Tenant House	Permitted by II.B. (5)
Driveway to Principal Residence #2	Permitted by II.B. (5)